

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

 U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

3034898 Nova Scotia Company

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: Expedition Touring Inc.

Internal

Address: P.O. Box 1410

Street Address: _____

City: Vashon Island State: WA Zip: 98070

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Texas
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: December 31, 2002

4. Application number(s) or registration number(s):

 A. Trademark Application No.(s) _____
 76/216,395 and 76/216,396

 B. Trademark Registration No.(s) _____
 2604125
Additional number(s) attached ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Dorsey & Whitney LLP

Internal Address: Suite 3400

Intellectual Property Department

Attention: Jason Rhodes

Street Address: 1420 Fifth Avenue

City: Seattle State: WA Zip: 98101

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

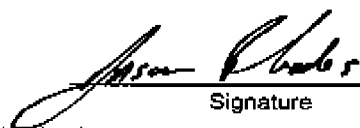
501266-3613

DO NOT USE THIS SPACE

9. Signature.

Jason M. Rhodes

Name of Person Signing



Signature

March 21, 2003

Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

700026444

TRADEMARK
REEL: 002621 FRAME: 0125

TRADE-MARK ASSIGNMENT

THIS AGREEMENT made effective December 31,2002;

BETWEEN:

3034998 NOVA SCOTIA COMPANY,
a company incorporated under the laws
of the Province of Nova Scotia
(hereinafter referred to as the "Assignor"),

- and -

EXPEDITION TOURING INC.
a corporation incorporated under the laws of
the State of Texas and carrying on business in the State of Washington
(hereinafter referred to as the "Assignee"),

IS EVIDENCE OF THE FACTS THAT:

- a) The Assignor, has adopted, used, is using and is the owner of the trade-marks now registered and/or for which applications are pending, set out in Schedule "A" attached hereto (hereinafter called the "Marks");
- b) The Assignor has agreed to assign to the Assignee all of its rights and title to the Marks on the terms and conditions set out herein;

AND IN CONSIDERATION of the facts recited above and the grants, covenants and agreements contained herein, the Assignor and the Assignee agree as follows:

ARTICLE 1 – ASSIGNMENT OF MARKS

1.1 Assignment. Subject to the provisions of this Agreement, the Assignor hereby sells, assigns and transfers to the Assignee and the Assignee agrees to purchase from the Assignor, effective as of December 31, 2002 (the "**Effective Date**"), all of the Assignor's rights, title and interest to and in the Marks including all common law rights in the Unites States, Canada and all other countries, on an "as is" basis.

1.2 Purchase Price. The purchase price payable by the Assignee to the Assignor for the Marks shall be the aggregate of \$8,218.52 USD (the "**Purchase Price**"), and shall be paid and satisfied by certified cheque, solicitor's trust cheque or by offset against amounts owed by the Assignor to the Assignee on January 31, 2003 or such earlier or later date as may be agreed upon between the parties (the "**Closing Date**").

1.3 Transfer Taxes. The Assignee shall be liable for and shall pay all federal and other taxes, duties, fees or other like charges of any jurisdiction properly payable, if any, in connection with the transfer of the Marks by the Assignor to the Assignee.

1.4 As Is Basis. Subject to Article 2 of this Agreement, it is acknowledged and agreed by the Assignee that the Marks are being assigned to it on an "as is" basis and the Assignor makes no representations and gives no warranties whatsoever with respect to the Marks including, but not limited to, as to the registrability of same.

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ARTICLE 2 – FURTHER ACTS AND REGISTRATION

2.1 **Further Assurances.** From time to time subsequent to the Effective Date, the Assignor covenants and agrees that it will, at the expense of the Assignee, promptly execute and deliver all such documents, including, without limitation, all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as the Assignee, acting reasonably, may, from time to time request be executed or done in order to better evidence or perfect or effectuate the assignment of the Marks, including to effect the registration of such assignment in the Canadian and United States' trademark offices. Notwithstanding the foregoing, it is agreed and acknowledged that the Assignee shall be solely responsible to ensure that all necessary steps have been taken and documents filed to validly record or register the assignment of the Marks in the Canadian and United States' trademark offices, or in or with any other office the Assignee deems necessary.

ARTICLE 3 – COSTS AND INDEMNIFICATION

3.1 **Expenses.** It is intended and agreed that the Assignee shall be responsible for all costs and expenses relating to the Marks as at and from the Effective Date. To the extent that any cost or expense is incurred by the Assignor or any of its subsidiaries in connection with the Marks subsequent to the Closing Date (and accordingly not included in the Purchase Price), same shall be fully reimbursed by the Assignee. The Assignee shall be fully responsible for any and all costs in connection with registering this assignment in any trademark office.

3.2 **Indemnification.** The Assignee shall indemnify and hold harmless the Assignor, the subsidiaries and affiliates of the Assignor, and the directors, officers, shareholders, employees and agents of each of them (collectively, the "Indemnified Parties") from and against all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements) brought against, incurred or suffered by any one or more of the Indemnified Parties in connection with or as a direct or indirect result of the use of the Marks by the Assignee or any of its subsidiaries, affiliates, assignees, licensees or the directors, officers, employees or agents of any one or more of them.

ARTICLE 4 - OPTION UPON BANKRUPTCY OR SEIZURE

4.1 **Option** The Assignee hereby grants to the Assignor the irrevocable right and option to re-acquire from the Assignee all of the rights, title and interests to and in the Marks herein being assigned and transferred to the Assignee (the "Option"), exercisable at and for an aggregate exercise price equal to the Purchase Price herein being paid by the Assignee for the Marks. The Option shall be exercisable only during the term of the trademark license agreement entered into by the parties contemporaneously herewith, by which the Assignee licenses the Marks to the Assignor, and only upon :

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- (a) the bankruptcy, insolvency or winding-up of the Assignee; or
- (b) upon any seizure or attachment of the property, assets or undertaking of the Assignee, as a result of any action taken against it by any other person,

by delivering to the Assignee a notice in writing, indicating that the Assignor is exercising the Option, together with the Assignor's cheque in the amount of \$8,218.52 USD on account of the Option exercise price. Upon receipt of same, the Assignee shall do such things, execute and deliver such documents, or cause to be executed and delivered such documents as are reasonably requested by the Assignor so as to validly transfer the Assignee's rights, title and interests in and to the Marks to the Assignor.

ARTICLE 5 - MISCELANEOUS

5.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.

5.2 **Applicable Law.** This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Manitoba and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

5.3 **Successors and Assigns.** This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective heirs, personal representatives, successors and permitted assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party.

5.4 **Amendments and Waivers.** No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.


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5.5 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be properly executed as of the day and year first above written.

3034998 NOVA SCOTIA COMPANY

Per: 
Name: Mervyn Gunter
Title: Chief Operating Officer

EXPEDITION TOURING INC.

Per: 
Name: Randy Green
Title: President

SCHEDULE A**Trade-Marks**

	<u>Canadian Registration</u>	<u>U.S. Registration or Application No.</u>
1. "International Wildlife Adventures"	571,891	Reg. No.: 2,604,125
2. "International Wildlife Adventures Design"	571,896	App. Serial No.: 76/216,395
3. "TWA Design"	1090211 (application)	App. Serial No.: 76/216,396